

SOLICITATION OF OFFERS
ISSUED BY
THE CITY OF EL PASO
PURCHASING DEPARTMENT

SOLICITATION NO: 2006-005

DATE ISSUED: SEPTEMBER 12, 2005

TITLE::MEDICAL SUPPLIES-FIRE DEPARTMENT

An original, signed, sealed , OFFER to furnish the goods and/or services set forth in the SCHEDULE will be received at the place indicated below, until:
2:00 PM, local time, WEDNESDAY, OCTOBER 12, 2005

NOTICE When used in formal bid solicitations, the terms 'offer' and 'bid', and 'offeror' and 'bidder' are interchangeable.

ADDRESS OFFERS TO:
THE DIRECTOR OF PURCHASING
CITY OF EL PASO

MAIL TO:

TWO CIVIC CENTER PLAZA
EL PASO, TX 79901-1196

OR

HAND DELIVER TO:

CITY HALL, 7TH FLOOR
2 CIVIC CENTER PLAZA
FRANKLIN & SANTA FE ST.
EL PASO, TX 79901

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:

JESUS M. JUAREZ , Procurement Analyst
Telephone: [915] 541-4317 FAX: [915] 541-4347

EXPIRATION OF OFFERS

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this offer is accepted within NINETY [90] consecutive days from the date set for the receipt of offers.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>MENDMENT</u>	<u>DATED</u>
A001	_____	A002	_____	A003	_____
A004	_____	A005	_____	A006	_____
A007	_____	A008	_____	A009	_____

OFFER SUBMITTED BY

COMPANY NAME

☐

STREET ADDRESS

P.O. BOX NUMBER

☐

CITY, STATE AND ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

☐

E-Mail address

☐

PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

OFFER EXECUTED BY [PLEASE PRINT]

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

SIGNATURE AND DATE OF OFFER

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD, OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO.

THIS IS A ONE TIME CONTRACT ☐

TABLE OF CONTENTS

Section A	Schedule of Items [Goods or Services]
Section B	Specifications
Section C	Contract Clauses
Section D	Representations and Certifications
Section E	Notices and Instructions to Bidders
Section F	Evaluation Factors for Award

NOTICE: PUBLIC DISCLOSURE OF BID INFORMATION

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information*, may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

IMPORTANT NOTICE

If you received your copy of this solicitation from the **BID NET**, or any source other than directly from the City of El Paso, and you plan to respond to it, please notify the City immediately, so you will be placed on the active bidders list, and will be sent, directly, all amendments and notices pertaining to the solicitation. It would also be helpful if you would supply a contact person's name, along with their telephone and FAX numbers and E-mail address.

Any extensions or changes in due date for any RFP's/Bids will be posted on the City of El Paso's website which is www.elpasotexas.gov

**SECTION A
SCHEDULE OF ITEMS
MEDICAL SUPPLIES**

**BID NUMBER: 2006-005
BID OPENING DATE: 10/13/2005**

NOTE : The City of El Paso is soliciting offers for MEDICAL SUPPLIES. The primary ordering City Department will be the FIRE DEPARTMENT, however all City Departments may place orders against the contract or contracts for the specific category of items. The price charged to all City ordering entities, for any item on the identified list shall be in accordance with contract prices.

THE TERM OF THIS CONTRACT SHALL BE FOR THIRTY SIX (36) MONTHS

NOTE 1: **ALL ITEMS DELIVERED SHALL COMPLY WITH THE SPECIFICATIONS SET FORTH IN SECTION B.**

NOTE 2: **ACCURACY OF ESTIMATED QUANTITIES**
The City believes that the numbers used as item quantities to be a reasonably accurate estimate; however, the actual quantity may be more or less than the estimate, and shall not be the basis for any change in the contract per unit price.

NOTE 3: **DESCRIPTIVE LITERATURE CONTAINING SUFFICIENT INFORMATION TO DETERMINE PRODUCT COMPLIANCE WITH SPECIFICATIONS MUST ACCOMPANY BID. THE CITY OF EL PASO RESERVES THE RIGHT TO REQUEST SAMPLES FROM BIDDER(S) PRIOR TO AWARD OF CONTRACT.**

ITEM NO.	EST. ANNUAL USAGE	ITEM DESCRIPTION	UNIT PRICE
1.	<u>400ea.</u>	<p style="text-align: center;">_____ MANUFACTURER & ITEM NO.</p> <p style="text-align: center;">Physio-Control Quick-Pace Pad (See Section B for detailed specs)</p>	\$ _____ ea.

BIDDER'S (COMPANY) NAME _____

2.		<hr/> <p align="center">MANUFACTURER & ITEM NO.</p> <p align="center">Oropharyngeal / Nasal Airway</p> <p align="center">(May be ordered in mixed sizes)</p>	
2a.	<u>2800 ea.</u>	#0 Airway	\$ _____ ea.
2b.	<u>50ea.</u>	#1 Airway	\$ _____ ea.
2c.	<u>50ea.</u>	#2 Air way	\$ _____ ea.
2d.	<u>100 ea.</u>	#3 Airway	\$ _____ ea.
2e.	<u>100 ea.</u>	#4 Airway	\$ _____ ea.
2f.	<u>100 ea.</u>	#5 Airway	\$ _____ ea.
2g.	<u>200 ea.</u>	#6 Airway	\$ _____ ea.
2h.	<u>200 ea.</u>	7.5 mm /30Fr	\$ _____ ea.
		<hr/> <p>Box and Case Quantity</p>	
3.	<u>375 ea.</u> <u>200ea.</u> <u>175ea.</u>	<p align="center"><u>Kendall Sheridan</u></p> <p align="center">“Combitube”, complete kit</p> <p align="center">(see section B for detailed specs)</p> <p align="center">Adult</p> <p align="center">Small Adult</p>	<p align="center">\$ _____ ea.</p> <p align="center">\$ _____ ea.</p>

4.	<u>400</u> ea.	<p>_____ MANUFACTURER & ITEM NO.</p> <p>Continu-Flo Solution Set: 60 Drops Micro Interlink System (See Section B detailed Specs)</p> <p>_____ Box and Case Quantity</p>	\$ _____ ea.
5.	<u>200</u> ea.	<p>_____ MANUFACTURER & ITEM NO.</p> <p>Continu-Flo Solution Set: 10 Drops Macro (See Section B details Specs)</p> <p>_____ Box and Case Quantity</p>	_____ ea.
6.	<u>900ea</u>	<p>Physio-Control Fast Patch Defibrillation/ ECG External Electrodes (See Section B for detailed specs)</p>	\$ _____ ea.
7.	<u>300bxs.</u>	<p>“3M TRANSPORE” #1527-1 Hypoallergenic Surgical Tape, 1” X 10yds. (See section B for detailed specs)</p> <p>_____ Box and Case Quantity</p>	\$ _____ ea.

BIDDER'S (COMPANY) NAME _____

8.	<u>50bxs.</u>	<p align="center">“3M TRANSPORE” #1527-0 Hypoallergenic Surgical Tape ½” X 10yds.</p> <p align="center">_____ Box and Case Quantity</p>	\$_____ea.
9.	<u>2800ea.</u> <u>800ea.</u> <u>800ea.</u> <u>1200ea.</u>	<p align="center">_____ MANUFACTURER & ITEM NO.</p> <p align="center">Stylets (May be ordered in mixed sizes)</p> <p align="center">Neonate Pediatric Adult</p>	\$_____ea. \$_____ea. \$_____ea.
10.	<u>8500ea.</u> <u>500ea.</u> <u>500ea.</u> <u>4000ea</u> <u>1000ea.</u> <u>1000ea.</u> <u>800ea.</u>	<p align="center">_____ MANUFACTURER & ITEM NO.</p> <p align="center">Extrication Collars (May be ordered in mixed sizes) (See Section B for details specs)</p> <p align="center">Baby No Neck Collar Pediatric Adult No Neck Adult Short Adult Regular Adult Tall</p>	\$_____ea. \$_____ea. \$_____ea. \$_____ea. \$_____ea. \$_____ea.

BIDDER'S (COMPANY) NAME _____

11.	<u>1600ea.</u>	<p>_____ MANUFACTURER & ITEM NO.</p> <p>Sodium Chloride Irrigation, USP, 0.9% 500 ml.</p>	\$_____ea.
12.	<u>1000ea.</u>	<p>_____ MANUFACTURER & ITEM NO.</p> <p>Defibrillation Electrode Gel Non-irritation,non-abrasive</p>	\$_____ea.
13.		<p>_____ MANUFACTURER & ITEM NO.</p> <p>Endotracheal Tube, Sterile, Disposable, Single use (May be ordered in mixed sizes)</p> <p>Uncuffed: Qty. Per Box _____</p> <p>2.5 mm - appox. 50 ea.</p> <p>3.0 mm - appox. 50 ea.</p> <p>3.5 mm - appox. 50 ea.</p> <p>4.0 mm - appox. 50 ea.</p> <p>5.0 mm - appox. 50 ea.</p> <p>Cuffed: Qty. Per Box _____</p> <p>6.0 mm - appox. 50 ea.</p> <p>7.0 mm - appox. 50 ea.</p> <p>8.0 mm- appox. 50 ea.</p>	<p>\$_____ea.</p> <p>\$_____ea.</p> <p>\$_____ea.</p> <p>\$_____ea.</p> <p>\$_____ea.</p> <p>\$_____ea.</p> <p>\$_____ea.</p> <p>\$_____ea.</p>

BIDDER'S (COMPANY) NAME _____

14.	<u>550ea.</u>	<p>_____ MANUFACTURER & ITEM NO.</p> <p>Diaphoretic ECG Electrodes (May be ordered in mixed sizes)</p> <p>Adult _____ ea.</p> <p>Pediatric _____ ea.</p>	
15.	<u>200ea.</u>	<p>_____ MANUFACTURER & ITEM NO.</p> <p>Silver Swaddler, Sterile Foil Baby bunting</p>	\$ _____ ea.
16.	<u>300cs.</u>	<p>_____ MANUFACTURER & ITEM NO.</p> <p>Pediatric Non-Rebreather Mask, Elongated with 7' oxygen tubing</p> <p>_____ Box / Case Quantity</p>	\$ _____ cs.
17.	<u>700cs.</u>	<p>_____ MANUFACTURER & ITEM NO.</p> <p>Adult Non- Rebreather Mask (See Section B for detailed specs)</p> <p>_____ Box / Case Quantity</p>	\$ _____ cs.

BIDDER'S (COMPANY) NAME _____

18.	<u>200cs.</u>	<hr/> MANUFACTURER & ITEM NO. Nasal Cannula with 7' connecting tube <hr/> Box / Case Quantity	\$_____cs.
19.	<u>100cs.</u>	<hr/> MANUFACTURER & ITEM NO. 84" Oxygen Supply Tubing <hr/> Box / Case Quantity	\$_____cs.
20.	<u>500ea.</u> <u>400ea.</u> <u>100ea.</u>	<hr/> MANUFACTURER & ITEM NO. Nebulizers, Sterile single use. Kit to include mask, medication chamber and 7' tubing. "Life Support Products" or equivalent. Adult Kit Pediatric kit	\$_____ea. \$_____ea.
21.	<u>5cs.</u>	<hr/> MANUFACTURER & ITEM NO. Yankauer Suction Tip, Sterile with control vent <hr/> Box / Case Quantity	\$_____cs.

BIDDER'S (COMPANY) NAME _____

22.	<u>200ea.</u>	<p>_____ MANUFACTURER & ITEM NO.</p> <p>Jasmashidi Intraosseous Aspiration Needles (See Section B for detailed specs)</p>	\$_____ea.
23.	<u>50cs.</u>	<p>_____ MANUFACTURER & ITEM NO.</p> <p>6' Oxygen Bubble Tubing, 6.0mm x 30.5mm</p> <p>_____ Box / Case Quantity</p>	\$_____cs.
24.	<u>50ea.</u>	<p>LIFE SUPPORT PRODUCTS #270-220 Oxygen Regulator Unibody design with recessed flow control knob within the construction of the body. (See Sec. B for detailed spec's) NO SUBSTITUTE</p>	\$_____ea.
25.	<u>15ea.</u>	<p>LIFE SUPPORT PRODUCTS #270-260 Oxygen Regulator NO SUBSTITUTE For H and M cylinders. To include CGA-540 fittings With two DISS outlets. No Substitute.</p>	\$_____ea.
26.	<u>15ea.</u>	<p>LIFE SUPPORT PRODUCTS #106-260 LSP CPR / Demand Valve (valve only) NO SUBSTITUTE (See Sec. B for details specs)</p>	\$_____ea.

BIDDER'S (COMPANY) NAME _____

27.	<u>50ea.</u>	<p>_____ MANUFACTURER & ITEM NO.</p> <p>Patient Cables for Life Pak 10 w/90 degree connector w/ leads coil-cord cable.</p> <p>(See Sec. B for detailed specs)</p>	\$_____ea.
28.	<u>3000 ea.</u>	<p>_____ MANUFACTURER & ITEM NO.</p> <p>Cold Pack , instant, disposable cold compress 5.5" x 8"</p>	\$_____ea.
29.	<u>1000ea.</u>	<p>_____ MANUFACTURER & ITEM NO.</p> <p>Heat Pack, disposable 6" x 9"</p>	\$_____ea.
30.	<u>100 ea.</u>	<p>CHRONIMED ASSURE 3</p> <p>Blood Glucose Meter Mfr Product No. 555001</p> <p>NO SUBSTITUTION</p> <p>Serious consideration given for trade of glucose meters and the award of items 31test strips & 32 control solution.</p> <p>(Current units are two years old, model ASSURE No. 770001)</p>	\$_____ea.
31.	<u>200 bottle ea. On</u>	CHRONIMED ASSURE 3	\$_____ea.

BIDDER'S (COMPANY) NAME _____

	<u>first order</u>	<p>Glucose test strips Mfr. Product No. 555100 Test strips 100 count bottle</p> <p>NO SUBSTITUTE</p> <p>_____</p> <p>Box / Case Quantity</p>	
32.	<u>250 ea.</u> <u>(will order 100 ea on first order)</u>	<p>CHONIMED ASSURE 3</p> <p>Control Solution Level 1 / Level 2 Product No. 555006</p> <p>NO SUBSTITUTE</p> <p>For Assure 3 blood glucose monitoring system</p>	\$_____ea.
33.	<u>1000 ea.</u>	<p>Lifescans - Unistick 2 Lancets</p> <p>Lifescans Unistick 2 Lancets, single use, push button activation w/ automatic spring loaded lancet retraction after use. No substitute.</p> <p>_____</p> <p>Box / Case Quantity</p>	\$_____ea.
34.	<u>20ea.</u>	<p>_____</p> <p>MANUFACTURER & ITEM NO.</p> <p>Umbilical, Sterile Cord Clamps</p>	\$_____ea.

35.	<u>30boxes</u>	<p>_____ MANUFACTURER & ITEM NO.</p> <p>Vacutainer blood collection tube , size 10.25 x 82mm, red top</p> <p>_____ Box / Case Quantity</p>	\$_____bx.
36.	<u>28cs.</u> <u>4cases</u> <u>4cases</u> <u>4cases</u> <u>6cases</u> <u>6cases</u> <u>4cases</u> <u>4cases</u>	<p>Johnson & Johnson Protectiv*Plus Safety I.V. Catheters (Equal or of higher quality)</p> <p>(14 ga. X 1.25") J&J#01-3068 Item No./Case Quantity:_____</p> <p>(14 ga. X 2") J&J # Item No. /Case Quantity:_____</p> <p>(16 ga. X 1.25") J&J#01-3062 Item No. /Case Quantity:_____</p> <p>(18ga. X 1.25")J&J#01-3065 Item No. /Case Quantity:_____</p> <p>(20ga. X 1.25")J&J#01-3066 Item No./Case Quantity:_____</p> <p>(22ga. X 1") J&J#01-3060 Item No. /Case Quantity:_____</p> <p>(24ga. X .75")J&J#01-3063 Item No. /Case Quantity:_____</p>	<p>\$_____cs.</p> <p>\$_____cs.</p> <p>\$_____cs.</p> <p>\$_____cs.</p> <p>\$_____cs.</p> <p>\$_____cs.</p> <p>\$_____cs.</p>
37.	<u>20ea.</u>	<p>Laerdal V-VAC Suction Unit Starter Kit #985000</p> <p>(see Sec. B for detailed spec's)</p>	\$_____ea.

38.	<u>50ea.</u>	Laerdal V-VAC Suction Unit Replacement cartridges (see Sec. B for detailed spec's)	\$_____ea.
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39.	<u>700cs.</u>	_____ MANUFACTURER & ITEM NO. Adult Non- Rebreather Mask (See Section B for detailed specs) _____ Box / Case Quantity	\$_____cs.
40.	<u>1000</u> ea.	_____ MANUFACTURER & ITEM NO. Regular I.V. Set (Dial-a-flow)	\$_____ea._
41.	<u>1000</u> ea. <u>200</u> ea. <u>200</u> ea. <u>200</u> ea.	<u>AMBU SPUR DISPOSABLE RESUSCITATOR</u> MANUFACTURER & ITEM NO. Disposable BVM (See Section B for detailed specs) ADULT INFANT/CHILD INFANT NEONATE	\$_____ea. \$_____ea. \$_____ea. \$_____ea.
42.	<u>200</u> ea.	<u>AMBU RES-CUE PUMP SUCTION UNIT</u> MANUFACTURER & ITEM NO. (See Section B for detailed specs)	\$_____ea.

BIDDER'S (COMPANY) NAME _____

43.	<u>600 ea.</u>	<u>Bemis Disposable Suction Canister</u> <u>MANUFACTURER & ITEM No.</u> (See Section B for detailed specs)	\$_____ea.
44.	<u>700 cs</u>	<u>3 Way Stopcock (K-52)</u> <u>Baxter # 2C6230</u> <u>MANUFACTURER & ITEM No.</u> (See Section B for detailed specs)	\$_____cs.
45.	<u>600 ea.</u>	<u>Nasopharyngeal Airway</u> <u>MANUFACTURER & ITEM No.</u> (See Section B for detailed specs)	\$_____cs.
46.	<u>300 cs.</u> <u>300 cs.</u> <u>300 cs.</u>	<u>SafetyGlide Injection Needles</u> <u>Becton Dickinson and Company</u> <u>MANUFACTURER</u> (See Section B for detailed specs) Model 305915- 21 ga. X 1" Model 305902- 23 ga. X 1" Model 305916- 25 ga. X 1"	\$_____cs. \$_____cs. \$_____cs.
47.	<u>2000bx</u>	<u>Glucose Tablets</u> <u>MANUFACTURER & ITEM NO.</u> (See Section B for detailed specs)	\$_____bx

BIDDER'S (COMPANY) NAME _____

OPTION TO EXTEND THE TERM OF THE AGREEMENT - PLEASE CHECK APPROPRIATE BOX**NOTE: *NOT AN AWARD FACTOR**

The City at its sole discretion, may exercise any option to extend the term of the agreement, by giving the Contractor written notice within the time period noted on the selected options.

Bidder offers the City the option of extending the term of the contract for:

☐ **One** additional year at the same unit prices, if the option is exercised within:.

☐ **Two** additional years at the same unit prices, if the option is exercised within:

A. One year from date of award of the contract. YES ☐ NO ☐

B. Two years from date of award of the contract. YES ☐ NO ☐

C. **NO OPTION OFFERED** ☐

PROMPT PAYMENT:

Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices to be submitted in single copy.

PAYMENT TERMS : Please mark appropriate block.

_____ % - 10 Days ☐

_____ % - 20 Days ☐

_____ % - 30 Days ☐

Net - 30 Days ☐

LATE PAYMENTS:

Late Payment fees will incur at the State of Texas statutory rate.

REMITTANCE ADDRESS:

BIDDER'S (COMPANY) NAME _____

IF REMITTANCE ADDRESS IS DIFFERENT FROM ADDRESS SHOWN ON THE FACE OF THE SOLICITATION FORM, COMPLETE THE FOLLOWING:

REMIT TO: _____

ATTN: _____

MAIL ADDRESS: _____
[ADDRESS]

[CITY, STATE AND ZIP CODE]

DELIVERY INSTRUCTIONS

CITY'S REQUIRED DELIVERY:

Subsequent to the receipt of a **WRITTEN NOTICE OF AWARD**, as evidenced by the date of receipt shown on the us postal service domestic return receipt, delivery shall be made within **Ten (10) consecutive calendar days** after date of the initial purchase order.

Bidder's promised delivery: on or before _____ consecutive calendar days after receipt of the initial Purchase Order.

NOTE: If bidder does not specify an earlier delivery, the City's required delivery shall prevail. A delivery date later than the City's required delivery may be cause for the rejection of the bid.

DELIVERY LOCATION

F.O.B. DOCK, EL PASO FIRE DEPARTMENT, 8600 MONTANA, EL PASO, TEXAS 79925

**SECTION B
SPECIFICATIONS
MEDICAL SUPPLIES**

GENERAL CONDITIONS:

1. The specifications listed are to be interpreted as meaning the minimum required by the City. Offeror commits to provide goods [or services] that are consistent with the City's specifications in every regard unless an exception is clearly noted. The City may accept a bid subject to an exception if, in the sole judgment of the City, the bid meets or exceeds the City's specifications. If the goods [or services] offered do not meet or exceed the City's specifications because of the exception, the City will consider the bid non-responsive. [R 8/29/97]

2. Details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, provided that only materials and workmanship of the highest quality are to be used, and best commercial practice is adhered to in the fabrication of the unit(s). Except as otherwise specified herein, the manufacturer shall be solely responsible for design and construction of the product to meet the stated performance criteria.

3. Any manufacturer's names, trades names, brand names, or catalog numbers used in these specifications are for the purpose describing and establishing minimum requirements or level of quality and design required, and are in no way intended to prohibit the bidding of other manufacturers' item of equal material and quality.

SCOPE OF CONTRACT

The City of El Paso Purchasing Department seeks to purchase Medical Supplies for the Fire Department. Product(s) furnished must be of the highest quality and available for delivery within the specified time frame. This will be a requirements type contract under which the City shall order all of its requirements from one contractor(s) , as need materialize.

SPECIFICATIONS FOR MEDICAL SUPPLIES:

ITEM: 1. Physio-Control QUICK PACE disposable, self-adhesive pads, configured for use with Physio- Control QUICK-PACE electrodes on Life Pak 10. May Substitute for equal or better.

ITEM: 2. Oropharyngeal / Nasal Airway-- Sizes #- 0, 1, 2, 3, 4, 5, 6 & Nasal Airway 7.5mm / 30 Fr
May be ordered in mixed sizes.

ITEM: 3. Combitube SA by Kendall Sheridan, Rollup Kits: **Adult kit #5-18441**,complete(includes 20 mil syringe, 140ml syringe, suction catheter, Elbow, & Esophageal Tracheal Airway). And **Small Adult Kit #5-18437**, complete(includes Osophageal-Tracheal Airway, 140ml Syringe, 12ml Syringe, SuctionCatheter, Elbow.

ITEM: 4. Contiu-Flo solution Set. Interlink System, (needle free IV set, 3 injection sites, **60 drops** approx. 1 ml, 2.7m1(109") long Baxter #2C6546s. Micro.

ITEM: 5. Continu-Flo Solution Set.Interlink System,(needle free IV set, 3 injection sites, **10 drops** approx. 1 ml., 2.8m(109") long Baxter #2C5527s. Macro.

BIDDER'S (COMPANY) NAME: _____

ITEM: 6. Physio-Control FAST PATCH DEFIBRILLATION / ECG, disposable self-adhesive, external electrodes, to be used with the Life Pak 10 Defibrillator/Monitor. May substitute for equal or better.

ITEM: 7. "3M TRANSPORE" #1527-1, Hypo-allergic Cloth Tape , 1" x 10 yds. or equal.
Will accept equal or better substitute.

ITEM: 8. "3M TRANSPORE" #1527-0, Hypo-allergic Cloth Tape, ½" x 10 yds. or equal.
Will accept equal or better substitute.

ITEM: 9. Stylets-- Neonate, Pediatric & Adult (May be ordered in mixed sizes)

ITEM: 10. Extrication Collars- must provide rigid immobilization of the head and neck while maintaining neutral alignment of the cervical spine. X-rays can be taken without removing collar. MUST BE EQUAL OR HIGHER STANDARDS AS STIFNECK COLLARS.

Baby no neck collar	Regular	collar
Pediatric collar	Tall	collar
No Neck collar		
Short collar		

ITEM: 11. Sodium Chloride Irrigation, USP , 0.9% 500ml

ITEM: 12. Defibrillation Electrode Gel non-irritating, non-abrasive

ITEM: 13. Endotracheal Tube, sterile, disposable, single use(**City's option to order mixed sizes**)

Uncuffed: 2.5mm
3.0mm
3.5mm
4.0mm
4.5mm
5.0mm

Cuffed: 6.0mm
7.0mm
8.0mm

ITEM: 14. Diaphoretic ECG Electrodes, (**City's option to order mixed sizes**)
Pediatric & Adult

ITEM: 15. Silver Swaddler, sterile foil baby bunting.

ITEM: 16. Pediatric Non-rebreather Mask, with 7' oxygen tubing (**Elongated Mask**)

ITEM: 17. Adult Non-rebreather Mask, with 7' oxygen tubing and reservoir bag,
without air intake(w/o safety vent).

ITEM: 18. Nasal Cannula with 7' connecting tube

ITEM: 19. 84" Oxygen Supply Tubing

ITEM: 20. Nebulizers, sterile, single use. Kit to include mask, medication chamber and 7' tubing. "Life

BIDDER'S (COMPANY) NAME: _____

Support Products” or equivalent. Available in Adult Kit and Pediatric Kit.

ITEM: 21. Yankauer Suction Tip, sterile with control vent.

ITEM: 22. Jasmashidi Intraosseous aspiration Needles, 18 gal. Adjustable 1/16”- 17/16”, single use..

ITEM: 23. Six Inch oxygen bubble tubing, 6.0mm x 30.5mm.

ITEM: 24. LSP Pressure Regulator (MFR #270-220) for portable oxygen cylinder , with constant flow-yoke with pin index, two (40-60 psi) male oxygen DISS outlets (with neck valves) barbed outlet with constant flow settings of 1,2,4,6,10,15,25, LPM. (Must be Unibody design for heavy duty use. One-piece design with recessed selector knob to prevent breakage). Come with a 5 year warranty or longer. All brass. To fit D and E oxygen cylinders. **No substitute.**

ITEM: 25. LSP Pressure Regulator (MFR #106-260) for large H and M oxygen cylinders, C,G.A. No.540 connector and two (40-60) male oxygen DISS outlets (with check valves). Unibody construction for Strength and durability. Made of brass. Fitted with protected gauge cover. **No Substitute.**

ITEM: 26. “LIFE SUPPORT PRODUCTS”, LSP CPR / Demand Valve (Valve only). **No Substitute.**

ITEM: 27. Patient cables (right angle) for Life Pak 10 Lead wires are 24” and the main body of cables is 7’ Complete with 6 pin AAMI standard connector and 3 molded in lead wires with snap electrode connectors. Color coded white, black and red.

ITEM: 28. Cold Pack, instant, disposable cold compress, 5.5”x8”

ITEM: 29. Heat Pack, disposable, 6”x9”

ITEM: 30. “**Assure 3**” Model Blood Glucose Meters: product No. 5550001.
by Hypoguard **No Substitute.** **Serious consideration given for trade-in and the award of items 31 glucose test strips and item 32 test solution.**

ITEM: 31. **Glucose test strips** part # 770100 for “Assure” model Glucose meter part # 770001 by Hypoguard. **No Substitute.**

ITEM: 32. **Control Solution** part # 770005 for “Assure” model Glucose Meter part #770001 by Chronimed. **No Substitute.**

ITEM: 33. “**Lifescans Unistick 2**” **Lancets**, single use, push button activation w/ automatic spring loaded lancet retraction after use for safety from accidental sticks. No substitute.

ITEM: 34. Umbilical, Sterile cord clamps. Same as “SECURELINE” #3500 by Precision Dynamics Corporation. Accept equal or better substitute.

ITEM: 35. Vacutainer blood collection tube, size 10.25 x 82mm, red top.

ITEM: 36. Johnson & Johnson Protectiv*Plu s, Safety I.V. Catheters. Made to protect user from accidental sticks. (City’s option to order mixed sizes) **Will accept equal or of higher**

BIDDER’S (COMPANY) NAME: _____

standard substitute.

ITEM: 37. V-VAC Suction Unit starter kit #985000 by Laerdal. Kit to include 2 replacement single cartridges, one way intake valve, and versatile adapter tip. **No substitute**

ITEM: 38. V-VAC Suction Unit Replacement cartridges to fit starter kit #985000 by Laerdal. **No substitute.**

ITEM: 39. Adult Non-rebreather Mask, with 7' oxygen tubing and reservoir bag, without air intake(w/o safety vent)

ITEM: 40. Regular I.V. Extension set (Dial-a-Flow)

ITEM: 41. Ambu Spur Disposable resuscitator with appropriate size oxygen reservoir bag, appropriate size facemask, oxygen supply line, storage bag and directions for use or an equivalent (**City's option to order mixed sizes**).

ITEM: 42 Vacuum Max: 450 mm Hg
Free airflow: Peak>20 l/min
Disposable collection container volume: 300 ml
Stroke adjustment: 100% or 50% vacuum.

ITEM: 43. Bemis Disposable Suction Canister for LSU Suction Unit Model #88020. 800ml capacity, with Aerostat Bacterial filter for protecting vacuum pump form contamination while collecting fluids, without suction tube.

ITEM: 44. Novex 3 Way Stockcock. Baxter #2C6230 with female luer, male luer slip adapter and extension tube. (No substitution)

ITEM: 45. Nasopharyngeal Airway. Size 30, 10.0 mm in length and latex free.

ITEM: 46. SafetyGlide Shielding IM Injection Needle. (No substitution)

ITEM: 47. Becton Dickinson and Company- Glucose Tablets or an approved equal. Individually wrapped in blister packs to keep tablets dry. Each tablet must be 5 gram dosage of D-Glucose.

PLEASE MARK APPROPRIATE BOX

PRODUCT OFFERED MEETS OR EXCEEDS SPECIFICATIONS ☐

OR

OFFEROR TAKES THE FOLLOWING EXCEPTIONS TO THE SPECIFICATIONS ☐

NOTICE

BIDDER'S (COMPANY) NAME: _____

22-2006-005-MEDICAL SUPPLIES [9/13/2005 9:37 AM]

SECTION B

IN ORDER TO MEET THE CITY'S SCHEDULE FOR AWARDING THIS REQUIREMENT, IT IS EXTREMELY IMPORTANT THAT REQUESTS FOR CLARIFICATION OR ADDITIONAL INFORMATION BE SUBMITTED, IN WRITING, EIGHT DAYS PRIOR TO BID OPENING DATE. EACH VENDOR SUBMITTING QUESTIONS SHALL CLEARLY ADDRESS EACH QUESTION BY REFERENCE TO A SPECIFIC SECTION, PAGE AND ITEM OF THIS SOLICITATION. QUESTIONS SUBMITTED AFTER THIS DATE MAY NOT NECESSARILY ELICIT A RESPONSE.

ALL REQUESTS SHALL BE MAILED TO: THE CITY OF EL PASO, PURCHASING DEPARTMENT, ATTN: JESUS M. JUAREZ, PROCUREMENT ANALYST, 2 CIVIC CENTER PLAZA, EL PASO, TEXAS 79901-1196 OR FAXED TO (915) 541-4347. IT IS THE VENDOR'S RESPONSIBILITY TO FOLLOW UP AND MAKE CERTAIN THAT THE CITY OF EL PASO PURCHASING DEPARTMENT RECEIVED THE REQUEST. VENDORS SHALL PROMPTLY NOTIFY THE CITY OF EL PASO PURCHASING DEPARTMENT OF ANY AMBIGUITY OR INCONSISTENCY, WHICH THEY MAY DISCOVER UPON EXAMINATION OF A SOLICITATION DOCUMENT . DURING THE BID PROCESS, VENDORS SHALL NOT CONTACT ANY CITY STAFF EXCEPT THOSE DESIGNATED IN THE TEXT OF THIS SOLICITATION OR IN SUBSEQUENT DOCUMENTATION. NON- COMPLIANCE WITH PROVISION MAY RESULT IN REJECTION OF THE OFFER INVOLVED.

If unable to respond to this Invitation to Bid and you wish to continue to receive Invitations to Bid, complete and return this page.

BIDDER'S (COMPANY) NAME: _____

The City of El Paso is appreciative of the time and effort you expand in preparing and submitting bids to the City. We would appreciate it if you would indicate on any NO BID response any requirement of this Invitation to Bid which may have influenced your decision to NO BID.

_____ Do not sell this commodity

_____ Bid directs by manufacture

_____ Cannot meet specifications

_____ Job too large

_____ Job too small

_____ Cannot provide required bonding

_____ Cannot provide required insurance

_____ Bidding through dealer

_____ Do not wish to do business with the City of El Paso
(Please explain)

_____ Specifications are proprietary to _____
Brand name

Other: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Title: _____

Business Telephone No. _____ Fax: _____

Internet Address: _____

BIDDER'S (COMPANY) NAME: _____

SECTION C
CONTRACT CLAUSES [SUPPLY]

1. TYPE AND TERM OF CONTRACT

This is a **REQUIREMENTS CONTRACT**, under which the City shall order all of its requirements for the supplies described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another goods and service contractor by the expiration date of the term contract, the Contractor shall nonetheless continue for a period not to exceed six (6) months on a month - to- month basis after the end of its term unless the City shall have notified the service company that the City obtained another servicing contractor.

The term of this agreement shall be for THIRTY SIX (36) MONTHS commencing on the date the Contractor receives a written NOTICE OF AWARD. Delivery of the NOTICE OF AWARD shall be by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form.

2. CONTRACTOR TO PACKAGE GOODS

The Contractor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order; (c) Container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

3. SHIPMENT UNDER RESERVATION PROHIBITED

The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

4. TITLE & RISK OF LOSS

The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.

5. DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.

6. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.

7. PLACE OF DELIVERY

The place of delivery will be that set forth in the solicitation. The terms of this contract are "no arrival, no sale."

8. INVOICES & PAYMENTS

- a. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- b. Invoices will be itemized, including serial number of unit and transportation charges, if any, will be listed separately.
- c. Invoices will reflect the Contract Number and the Purchase Order Number.
- d. Do not include Federal Tax, State Tax, or City Tax. The city will furnish a tax exemption certificate upon requested.
- e. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- f. A copy of the bill of lading and the freight waybill when applicable, will be attached to the invoice.
- g. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- h. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Suppliers should keep the Comptroller advised of any changes in its remittance addresses.

9. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

10. **INDEMNIFICATION** [Rev 04-15-99]

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical, or mental impairment, loss of services, or death results from or involves NEGLIGENCE or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause. [Revised 04-15-99]

11. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event the City cancels this contract pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

12. WARRANTY-PRICE

- a. The price to be paid by the City will be that contained in the Contractor's bid that the Contractor warrants being no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

13. WARRANTY-PRODUCT

The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

14. SAFETY WARRANTY

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

15. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will the City be liable to the Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of this contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will save the City harmless (if the Contractor in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void except that the City will pay the Contractor the reasonable cost of his search as to infringements).

16. RIGHT OF INSPECTION

The City will have the right to inspect the goods at delivery before accepting them.

17. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days. The demanding party may treat this failure as an anticipatory repudiation of the contract.

18. TERMINATION [REV. 06/07/97]

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the **UNIFORM COMMERCIAL CODE** including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

20. TERMINATION FOR DEFAULT BY CITY **Rev. 06/09/97**

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Director of Purchasing describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

21. FORCE MAJEURE [**REV. 06/07/97**]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract..

22. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

23. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

24. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract although the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

25. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

26. ADVERTISING

A Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

27. AVAILABILITY OF FUNDS:

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available, the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

28. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

29. CONTRACT ADMINISTRATION

Administration of this Contract, on behalf of the City of El Paso, is the responsibility of Jesus M. Juarez, Procurement Analyst, Purchasing Department, who is your point of contact for general information or specific matters concerning the administration of this contract. Mr. .Juarez can be reached by telephone at (915) 541-4317, or by FAX at (915) 541-4347. Correspondence should be addressed to: The City of El Paso, Purchasing Department, Attn: Jesus M. Juarez, Two Civic Center Plaza, El Paso, TX 79901-1196. Please refer to Bid Number or Contract Number in all correspondence.

SECTION D
[SUPPLY]
REPRESENTATIONS AND CERTIFICATIONS

1. REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENT:

By submitting this offer, the offeror:

- a. Represents that to the best of its knowledge they are not indebted to the City of El Paso. *The City will consider any outstanding indebtedness to the City, including delinquent property taxes, a factor in evaluating the responsibility of the low responsive offeror; and*
- b. Certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation, and that it will abide by the Minority Business Enterprise Program of the City of El Paso.
- c. Acknowledges that it has read and understands the requirements of the specifications and all other provisions of this solicitation.

2. NOTICE TO OFFERORS

The City of El Paso Purchasing Department does not maintain an automated list of current vendors. However, every effort is made to assure that interested parties are mailed copies of appropriate solicitations, we cannot, however, guarantee 100% accuracy.

All City Formal Solicitations are advertised in **THE EL PASO TIMES**, with the advertisements appearing every Tuesday. All solicitations are advertised twice, with the first advertisement appearing at least two weeks prior to the due date for the offers. It is recommended that interested parties check the **TIMES** every Tuesday morning, and call the City of El Paso, Purchasing Department at [915] 541-4321 and ask that the specific solicitations, in which you are interested, be mailed to you.

3. REQUIRED FORMS:

All offerors are requested to complete the following forms:

FORMS APPEAR ON THE FOLLOWING PAGES

PLEASE Complete the following forms, and return them to the City of El Paso

FOR OFFICE USE:

___ Add

___ Delete

___ Change

___ Update

_____ Vendor Number

CITY OF EL PASO
PURCHASING DEPARTMENT
TWO CIVIC CENTER PLAZA
EL PASO, TEXAS 79901-1196

FAX #(915) 541-4347
TELEPHONE # (915) 541-4179
PLEASE TYPE OR PRINT

1. BUSINESS MAILING ADDRESS: (All Offers, Purchase Orders and Correspondence)
Business Name _____

Street, P.O. Box, Suite, Etc. _____

City State Zip Telephone Fax E-mail _____

2. REMITTANCE ADDRESS:
Name _____

Address _____

City State Zip Telephone Fax E-Mail _____

3. PHYSICAL ADDRESS IF DIFFERENT:
Name _____

Address _____

City State Zip Telephone Fax E-Mail _____

4. ☐ _ Manufacturer or Producer ☐ _ Disadvantaged Business Enterprise
☐ _ Wholesaler ☐ _ Asian - Pacific American
☐ _ Retailer ☐ _ Black American
☐ _ Franchised Distributor ☐ _ Hispanic American
☐ _ Factory Representative ☐ _ Native American
☐ _ Other _____ ☐ _ Woman Owned Business
☐ _ Large Business ☐ _ Handicapped
☐ _ Small Business ☐ _ Local Business Enterprise
☐ _ HUB State Certified Historically Underutilized
Business, please furnish copy of Certification.

[SEE NEXT PAGE FOR DEFINITIONS]

DEFINITIONS:

SMALL BUSINESS CONCERN:

Less than \$1,000,000.00 in annual receipts, or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE:

At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS:

At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED:

At least fifty-one percent [51%] owned by a person or persons with and orthopedic, otic [hearing], optic visual , or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE

A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]

A Business Enterprise, which has been granted a Certificate by the State of Texas, as an Historically Underutilized Business.

5. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas General Services Commission Small Business Programs, P.O. Box 13047, Austin, Texas 78711-3047. The City encourages you to contact the State on the HUB program, if you feel you may qualify.
6. I certify that the foregoing information is a full, true and correct statement of the facts. I understand that my failure to respond to three (3) solicitations for any one class of items could cause the City of El Paso Purchasing Office to discontinue sending solicitations for that particular class. I also understand it is my responsibility to inform City of El Paso Purchasing Office in writing of any changes to this application; i.e., change of address, change of class etc. The City of El Paso does not guarantee you will receive all solicitations in your business categories. Notices of Solicitations are posted in the Purchasing Department, at the Chamber of Commerce, El Paso Hispanic Chamber of Commerce and at The Procurement Outreach Center, as well as being published in the official designated newspaper.

Signature of Person Authorized to Sign Application

Title

Date

This image shows a full page of blank, lined paper. It features approximately 20 evenly spaced horizontal black lines across its entire width, typical of notebook or legal stationery. The background is a solid off-white color, and there are no margins, text, or other markings present.

The City of El Paso Purchasing Department is requesting information to update their vendor records **and to fulfill IRS requirement that taxpayer identification numbers (EID or Social Security) and certification be on file with the City. Failure to provide this information may require the City to withhold 20% of payments due you or your firm and pay that amount directly to the IRS.**

CITY OF EL PASO
PURCHASING DEPARTMENT
TWO CIVIC CENTER PLAZA
Tel. No. (915) 541-4308 EL PASO, TEXAS 79901-1196 Fax No. (915) 541-4347

BUSINESS ORDERING ADDRESS FIRM NAME: _____		BUSINESS BILLING ADDRESS FIRM NAME: _____	
ADDRESS: _____		ADDRESS: _____	
CITY/STATE: _____		CITY/STATE: _____	
TELEPHONE: _____	FAX: _____	E-Mail: _____	
EIN OR SSN: _____ INCORPORATED IN STATE OF: _____; PARTNERSHIP: GENERAL <input type="checkbox"/> OR LTD. <input type="checkbox"/> ; SOLE PROPRIETORSHIP <input type="checkbox"/> ; JOINT VENTURE <input type="checkbox"/> ; OTHER: _____. 1. I certify under penalty of perjury that the tax identification number is correct. 2. I certify under penalty of perjury that I am not subject to backup withholding. AUTHORIZED SIGNATURE _____ DATE _____ PRINT NAME & TITLE _____			

SECTION E
NOTICES AND INSTRUCTIONS TO OFFERORS

1. **SIGNATURE OF OFFER BY PERSON AUTHORIZED TO SIGN**

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the OFFER portion of the SOLICITATION, OFFER AND AWARD form, or to include a substitute signed document binding the offeror, will be the basis for declaring a bid non-responsive.

2. **REQUIRED NUMBER OF COPIES:**

OFFER [BID OR PROPOSAL] MUST BE SUBMITTED IN ORIGINAL FORM ONLY. COPIES NEED NOT BE SUBMITTED UNLESS INSTRUCTED OTHERWISE IN THE SOLICITATION. ONLY THOSE PAGES ON WHICH YOU ARE REQUIRED TO FILL IN PRICES, FURNISH OTHER INFORMATION, OR WHICH CALL FOR A SIGNATURE NEED BE TURNED IN AS YOUR OFFER.

3. **OFFER SUBMISSION INSTRUCTIONS:**

OFFER MUST BE SEALED WHEN PRESENTED TO THE PURCHASING DEPARTMENT. Offers will be received by the City of El Paso until 2:00 P.M., local time, on WEDNESDAY, OCTOBER 12, 2005, Bids will be publicly opened and read. Proposals will be announced.

NOTE: THE CITY DOES NOT PROVIDE ENVELOPES FOR THE PURPOSE OF SUBMITTING OFFERS.

4. **ADDRESSING INSTRUCTIONS:**

The envelope containing the offer must be addressed as follows:

DIRECTOR OF PURCHASING
CITY OF EL PASO
2 CIVIC CENTER PLAZA
FRANKLIN & SANT FE
EL PASO, TEXAS 79901-1196

DUE -- WEDNESDAY, OCTOBER 12, 2005
2006-005- MEDICAL SUPPLIES-FIRE DEPARTMENT

5. **LABELING OF BIDS:**

The self-adhesive bid label included in the solicitation documents must be affixed to the outside of the package containing the offer. The City Purchasing Department may open any unlabeled submittal to identify it properly. Offerors are required to use the bid label provided to protect the integrity of their sealed bids and to fully avail themselves of the sealed bid process.

6. **OFFER DELIVERY RESPONSIBILITY:**

The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

7. **DESCRIPTIVE LITERATURE:**
Descriptive literature, where applicable, containing complete specifications or other information sufficient for the City to determine compliance with the specifications must accompany each bid. If an offeror wishes to furnish additional information, more sheets may be added. To be submitted in DUPLICATE.
8. **OFFER DOCUMENTS, SUPPORTING LITERATURE AND RELATED DATA:**
Related data, where applicable, will be made part of the bid. All documents, literature and related data submitted as an offer becomes the property of the City of El Paso.
9. **ALTERNATE OFFERS:**
Alternate offers may be submitted, if they meet the minimum requirements of the specifications. For full consideration, all necessary technical data will be furnished with such alternate bids so proper evaluations can be made.
10. **SOLICITATION CHANGES OR CLARIFICATIONS:**
Requests for changes or clarifications to this solicitation are welcomed by the Purchasing Department for its consideration, **provided the requests are made in writing, and received before the Wednesday before the bid opening date. Requests received after that time may not elicit a response.**

All requests will be mailed to the City of El Paso, Purchasing Department, ATTN: Jesus M. Juarez Procurement Analyst, Two Civic Center Plaza, El Paso, Texas 79901-1196 or faxed to (915) 541-4347.
11. **ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS:**
ALL AMENDMENTS WILL BE ACKNOWLEDGED ON THE SOLICITATION, OFFER, AND AWARD FORM (ITEM NO. 10); FAILURE TO DO SO MAY CAUSE THE BID TO BE REJECTED.
12. **BID PREPARATION COSTS:**
This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified.
13. **DEFINITION OF COMPLETE:**
The word "complete" means that each proposed unit of equipment will include all appurtenances, fasteners, parts, accessories and services ordinarily catalogued.
14. **ADDITIONAL INFORMATION:**
For further procedural information concerning this Invitation for Bids contact Jesus M. Juarez, Procurement Analyst, Purchasing Department, telephone no. (915) 541- 4320, FAX no (915) 541-4317.
15. **ACCEPTANCE OR REJECTION OF BIDS:**
The City reserves the right to accept or reject any or all bids, to waive all minor technicalities, and to accept the bid or bids determined to be the most favorable to the City.
16. **TIME AND PLACE OF OPENING:**
Offers will be opened and read in Council Chambers, Second Floor, City Hall, shortly after 2:00 p.m. on opening day. However, you are cautioned that offers must be received in the Purchasing Department, before the time stated in paragraph two, above.

17. NOTICE TO NONRESIDENTS:
Offers received from nonresidents (bidders whose principal place of business is not in the State of Texas) must be lower than offers from Texas bidders by the same amount that a Texas bidder would be required to underbid a resident bidder, to obtain a comparable contract, in the state in which a nonresident bidder's business is located. **This paragraph does not apply to contracts involving federal funds.**
18. ROUNDING:
Except those commodities normally priced to four decimal places, bids submitted beyond two decimals will be rounded off to the nearest cent.
19. UNIT PRICES:
In the event of a discrepancy between the unit price offered, and the extension thereof, the unit price shall prevail.
20. TIE BIDS: **REV. 06/10/97**
In case of a tie, the successful bid will be determined by lot unless the principal place of business of one, but not more than one, of the parties to the tie is located in the City of El Paso in which case the award will be made to the local vendor.
21. BID RESULTS:
Any questions concerning bid results should be directed to the City of El Paso Purchasing Department, Two Civic Center Plaza, El Paso, Texas 79901-1196.
22. BID TABULATIONS:
To better serve bidders with a complete, tabulated, report, the Purchasing Department will accept **requests for FAX or mail copies of bid results after 1:00 P.M., Friday, the week of bid opening,** telephone no. (915) 541-4319; fax no. (915) 541-4347. No results will be given over the phone.
23. FAILURE TO RESPOND TO SOLICITATIONS:
Any offeror who fails to respond to three consecutive solicitations will be purged from the mailing list. It is the offeror's responsibility to remain on the mailing list under his requested commodity classes.
24. TIME:
Time of delivery is of the essence.

SECTION F

EVALUATION FACTORS FOR AWARD

1. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.
2. Any award made under this solicitation shall be made to the lowest responsive, responsible bidder, price and other factors considered.
3. Award may be made by line item, by group of items, or one award for all items, whichever is most convenient to the City.
4. Prompt payment discounts will be considered when determining the apparent lowest bidder, providing the City is allowed at least ten (10) days in which to take advantage of the discount.